WESAV MORTGAGE CORPORATION 2211 YORK ROAD, #402 OAK BROOK, IL 60521

Loan #: 2049821 Process #:

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

September 14 19 92

JOHN KULINSKI and REYNA SHORE KULINSKI, HIS WIFE The mortgagor is

("Borrower").

WESAV MORIGAGE CORPORATION This Security Instrument is given to

whose address is

9060 EAST VIA LINA STREET, SCOTTSDALE, AZ 85258-5146

("Lender").

Borrower owes Lender the principal fund of

Seventy Seven Thousand and No/100

77,000.00). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This S curity Instrument secures to Lender: (a) the repayment of the debt evidenced by October 1, 2022 the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Illinois:

> LOT 33 IN BLOCK 1 IN HUMBOLDT PARK AFBIDENCE ASSOCIATION SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPL MERIDIAN IN COOK COUNTY.

PERMANENT INDEX NUMBER: 16-61-217-629-00000

COOK COUNTY, S. INOIS

1992 SEP 16 PH 3 44

92688335

which has the address of

2638 WEST EVERGREEN AVENUE

CHICAGO

ICN/

[Street]

Illinois

60622 ("Proporty Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully solved of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

KLINOIS -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

BOX 333 (Dec-487 (3/41)

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1. Payment of Principal and Interest responses and last Charges. Horrower shall from his pay when due the principal of and interest on the delst evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sam ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; and (f) any sams payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Rome." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$2601 or see. ("RESPA"), unless another law that applies to the Funds sets a 1974 as amended from time to time, 12 U.S.C. \$2601 or seq. ("RESPA"), unless another law that applies to the Punds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow

resser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender; it Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, unless Lender pays Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds held by Lender as additional security for the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall promptly refund to Borrower any Funds held by Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender, prior to the acquisition or sale of the

held by Lender. If under are graph 21, Lender shall acquire or sell the Proporty, Lender, prior to the acquisation or sale or the Property, shall apply any fund, 'old by Lender at the time of acquisation or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. On its applicable law provides otherwise, all payments received by Lender under paragraphs and 2 shall be applied: first, to an / grepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Llens. Borrower shall grap all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and leasehold payments are ground rents, if any, Borrower shall pay flues obligations in the manner provided in paragraph 2; or if not paid in that manner, Borrower shall promptly discharge any lieu which has priority over this Security Instrument unless Borrower shall promptly discharge any lieu which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good fasts the lien by, or defends against enforcement of the lien is payed proceedings which in the Lender's option operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is abject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a molice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of sortee.

5. Hazard or Property Insurance. Borrower shall keep the kapting of sortee.

6. Hazard or Property Insurance and providing the insurance and be charac

damage to the Property prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of Property; Borrower's Loun Application, Leaseholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at lear one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extennating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's accurity interest. Borrower may cure such a default and reinstate as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's cocupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a processing in bankrup

attorneys' fees and entering on the Property to make repairs. Authorized may take accordingly the does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lasses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Londer.

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If substitutially equivalent mortgage, becomes two many broad above the Borrwer while the instruct church of the wordy mortgage instruction from the broad above the broad of the surface coverage lapsed or essate the in effect. Lender will accept, not and rotain these payments an ion reserve in fleu of mortgage insurance. Lender will amortgage insurance coverage (in the amount and for the period but Lender requires) provided by an insurance reprived by Lixidar gash becomes available and is childed. Borrower shall pay the promisms required to maintain mortgage insurance the coverage of the canonial mortgage insurance in the coverage in the canonial mortgage insurance in the coverage in the canonial mortgage insurance in the coverage in the canonial mortgage insurance in the coverage of the canonial mortgage in the canonic of the canonic o

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all o. o., y part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Norrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment is full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The actice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Relastate. If Borrower meets certain conditions, Borrower shall have the cight to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Legarity Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays and er all sums which then would be due under this Security Instrument, and the Note as if no acceleration had occurred; (b) were any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the den of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17. paragraph 17 19. Sal

tuny effective as it no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbest

NON-UNIFORM COVERANTS, BORRING and London Hollow

NON-UNIFORM COVERASTS, discover and Lehternither ellemants of the reliables:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to relatate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' less and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Londer shall release this Security Instrument without abuse to Borrower. Regrower shall now any recognition state.

without charge to Borrower. Herrower shall pay any recordation coats.

23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security fustrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(us)].

Adjustable Rate Rider Craduated Payment Rider Balloon River Other(s) [specify]	Condominium Rider Planned Unit Development Rider Rate Improvement Rider	XX 1-4 Pamily Rider
BY SIGNING BELCW Borrower in any rider(s) executed by Porrower as	accepts and agrees to the terms and covenants	contained in this Security Instrument and
Witnesses:	Social Security Social Security	Number: 340-42-1730 The Hulinshi Kulinert
	Social Socurity	y Number:
	Seebil Security	y Number:

State of Illinois,

COOK

The foregoing instrument was acknowledged before me this JOHN KULINSKI and REYNA SHORE KULINSKI

Witness my hand and official scal.

County as:

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day of 2

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Hotery Public

"DFFICIAL SEAL"
MICHAEL H. WASSERMAN
Notary Public, State of Illinois
My Cummission Expires 6/12/96

92 688 33

Property of Cook County Clerk's Office

PARTICULAR CONTROL CON

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Diom #: 2049821

THIS 1-4 FAMILY RIDER is made this 14th day of September , 1992 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

WESAV MORTGAGE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

2638 WEST EVERGREEN AVENUE, CHICAGO, IL 60622

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Additional Property Subject to the Security Instrument. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awplogs, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with 'ac Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to its 1-4 Family Rider and the Security Instrument as the "Property."

It like of Property; Complemee with Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Londer has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. Subordinate Liens. Except is permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Londor's prior written permission.

D. Rent Loss Insurance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "Borrower's Right to Reinstate" Deleted. Unform Covonant 18 is deleted.

F. Herrower's Occupancy. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Propert / is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. Assignment of Lenses. Upon Lender's request, Le gower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the essignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leaseword.

H. Assignment of Reats; Appointment of Receiver; Lender a Possession. Borrower absolutely and unconditionally assigns and transfers to Lender all the reats and revenues ("Reats") of the Property, regardless of to whom the Reats of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Posts, and agrees that each tenant of the Property shall pay the Reats to Lender or Lender's agents. However, Borrower shall receive the Reats until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Reats are to be paid to Lender or Lender's agent. This assignment of Reatr constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking courted of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's isonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be light to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take peasession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Routs of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach upon the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Pamily Rider.

JOHN KULINSKI	(Scal)	REYNA SHORE KULINSKI	(Scal) ·Borrower
	(Soal)		(Seal)

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